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Attorneys for Defendant  
Michael Green

**STEPHAN ARTHUR ADAMS AND  
ANNA NICOLE ADAMS**

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Pro Per

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA**

HOMETEAM PEST DEFENSE, INC.,

Plaintiff,

vs.

MICHAEL GREEN, STEPHEN ARTHUR ADAMS,  
ANNA NICOLE ADAMS and PROBLEM SOLVED  
PEST CONTROL,

Defendants.

**CASE NO. 2:09-cv-00874-JAM-EFB**

**JOINT STIPULATION AND  
PERMANENT INJUNCTION**

[FRCP Rule 65]

1 Plaintiff HOMETEAM PEST DEFENSE, INC. ("HomeTeam") and Defendants MICHAEL GREEN,  
2 STEPHEN ARTHUR ADAMS, ANNA NICOLE ADAMS and PROBLEM SOLVED PEST CONTROL  
3 hereby stipulate as follows:

- 4 1. While employed at HomeTeam MICHAEL GREEN became personally acquainted with  
5 HomeTeam's customers;
- 6 2. HomeTeam's Trade Secrets (as defined by the California Uniform Trade Secrets Act) and  
7 Confidential Business Information (meaning information not generally known to the public and  
8 which HomeTeam has designated as confidential) are special and unique assets of  
9 HomeTeam and HomeTeam would sustain irreparable loss if they were disclosed and/or  
10 misappropriated.
- 11 3. The parties will not disparage each other or cause dissemination of disparaging materials or  
12 information about the other. Specifically, the parties will not make any statements about the  
13 other regarding their beliefs, perceptions or opinions about the other party, or about any aspect  
14 of their experiences with each other or this lawsuit other than to disclose the terms of this Joint  
15 Stipulations And Permanent Injunction.

16 MICHAEL GREEN stipulates that he is permanently enjoined from:

- 17 4. From using and/or disclosing HomeTeam's Trade Secrets and/or Confidential Business  
18 Information;
- 19 5. From using and/or disclosing HomeTeam's customer lists and pricing information;
- 20 6. Providing services to the customers listed on the attached Exhibit "B" for as long as the  
21 customer remains in the address indicated on the list; and
- 22 7. Until on or after May 18, 2010, directly or indirectly, soliciting business from any person or  
23 entity that was a HomeTeam customer that Michael Green serviced at the time his employment  
24 with HomeTeam ended. Nothing herein shall prevent Michael Green from soliciting the  
25 general public or to a defined group of potential customers so long as Michael Green is not  
personally or through another person or entity specifically targeting or directly contacting

HomeTeam customers that Michael Green was servicing at the time his employment ended at HomeTeam.

STEPHEN ARTHUR ADAMS, ANNA NICOLE ADAMS and PROBLEM SOLVED PEST CONTROL stipulate that they are permanently enjoined from:

8. From using and/or disclosing HomeTeam's Trade Secrets and/or Confidential Business Information that they obtained from MICHAEL GREEN, if any;
9. From using and/or disclosing HomeTeam's customer lists and pricing information that they obtained from MICHAEL GREEN;
10. Providing services to the customers listed on the attached Exhibit "B" for as long as the customer remains in the address indicated on the list; and
11. Until on or after May 18, 2010, directly or indirectly, soliciting business from any person or entity that was a HomeTeam customer that Michael Green serviced at the time MICHAEL GREEN's employment with HomeTeam ended; however, nothing herein shall prevent Stephen Arthur Adams, Anna Nicole Adams, and Problem Solved Pest Control from soliciting the general public or to a defined group of potential customers so long as Stephen Arthur Adams, Anna Nicole Adams, and Problem Solved Pest Control are not personally or through another person or entity specifically targeting or directly contacting HomeTeam customers that Michael Green was servicing at the time Michael Green's employment ended at HomeTeam. To that end, Defendants authorize HomeTeam to notify the customers listed above of the Defendants' need to discontinue their service and that their accounts have been transferred back to HomeTeam by sending out a form letter on Problem Solved's letterhead which is attached hereto as Exhibit A.

Defendants MICHAEL GREEN, STEPHEN ARTHUR ADAMS, ANNA NICOLE ADAMS and PROBLEM SOLVED PEST CONTROL hereby stipulate as follows:

12. Within 10 days of the execution of this Order, they will provide HomeTeam with the following information regarding the customers listed in paragraphs 6 and 10 above:

- a. Current amount the customer is paying
- b. Frequency of service
- c. Next service due date
- d. Accounts receivable status
- e. Contact person at commercial accounts
- f. Special instructions
- g. Copy of each contract, if any, for each customer.

13. Defendants will provide HomeTeam with the amount of outstanding accounts receivable for each customer listed in paragraphs 6 and 10 above. Defendants will not contact the customers listed in paragraphs 6 and 10 above for collection of past due amounts or for any other reason.

14. If contacted by the customers listed in paragraphs 6 and 10 above about their account reassignment to HomeTeam, Plaintiff and Defendants will respond as follows:

*Problem Solved is no longer able to service your account. We have, however, arranged for HomeTeam to begin servicing your account. We know that HomeTeam provided your services in the past. We are not at liberty to provide you with more information than what we have stated, except that Problem Solved is no longer able to service your account.*

Plaintiff HOMETEAM PEST DEFENSE, INC. hereby stipulates as follows:

15. HomeTeam will use reasonable efforts to collect any outstanding accounts receivable and forward those amounts to Stephan Adams and Nikki Adams, owners of Problem Solved. Those reasonable efforts will include some follow up by telephone and mail until collected, but for no more than one year. HomeTeam does not guarantee collection of the outstanding amounts. HomeTeam will not hire a collection agency nor pursue litigation to collect these accounts. HomeTeam will not indemnify Problem Solved, Stephan Adams and Nikki Adams for any accounts that are not collected.

1 **IT IS SO STIPULATED:**

2  
3 DATED: October 8, 2009

RIMAC MARTIN  
A Professional Corporation  
By: /S/ WILLIAM REILLY  
William Reilly, Attorneys for Plaintiff  
HOMETEAM PEST DEFENSE

4  
5 DATED: October 8, 2009

\_\_\_\_\_  
Michael Green, Individually

6  
7 DATED: October 8, 2009

\_\_\_\_\_  
By: Stephan Arthur Adams, Individually and on  
behalf of Problem Solved Pest Control

8  
9 DATED: October 8, 2009

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Anna Nicole Adams, Individually

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11  
12 **AGREED AS TO FORM**

13  
14 DATED: October 8, 2009

RIMAC MARTIN  
A Professional Corporation  
By: /S/ WILLIAM REILLY  
William Reilly,  
Attorneys for Plaintiff  
HOMETEAM PEST DEFENSE

15  
16  
17 DATED: October 8, 2009

TRIEBSCH & FRAMPTOM  
By: /S/ JAMES R. MCDADE  
James R. McDade, Attorneys for Defendant  
Michael Green

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21 **SO ORDERED:**

22 DATED: December 16, 2009

/s/ John A. Mendez  
John A. Mendez  
United States District Court Judge